

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Portland PR Inc.	6064

3. Primary Address of Registrant

1615 L Street NW
4th Floor
Washington, DC 20036

4. Name of Foreign Principal

Investment Corporation, LLC.

5. Address of Foreign Principal

Xalqlar Dostlugu Xiyabani, 17C, AX1029, Baku,
Azerbaijan.

6. Country/Region Represented

Azerbaijan

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Limited liability corporation.</u> |
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Investment advisory services, investment consulting, business development.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

Investment Corporation LLC is wholly owned by Seyidov Tural Oglu c/o Xalqlar Dostlugu Xiyabani, 17C, AX1029, Baku, Azerbaijan

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
27 October 2020	Alexandra Farley	<div>DocuSigned by: Alexandra Farley 7505CB091334436...</div>
27 October 2020	Mark Flanagan	<div>DocuSigned by: Mark Flanagan D537E458DD084EE...</div>

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Portland PR Inc.

2. Registration Number

6064

3. Name of Foreign Principal

Investment Corporation, LLC.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? October 19, 2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provision of strategic US and international media support.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Support will be provided with US & international media engagement, media monitoring, digital recommendations, spokesperson training and preparation of documents/materials as requested.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will provide communications services regarding foreign policy matters and Azerbaijan relations with the United States. This may include outreach to media organizations.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

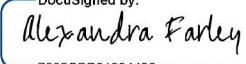
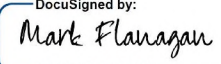
Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
27 October 2020	Alexandra Farley	<small>DocuSigned by:</small>  <small>7505CBD91334436...</small>
27 October 2020	Mark Flanagan	<small>DocuSigned by:</small>  <small>D537E458DD084EE...</small>

Mr. Samarqand Aslanov
Investment Corporation, LLC
Xalqlar Dostlugu Xiyabai 17C
AZ1029, Baku, Azerbaijan

October 19, 2020

Dear Mr Aslanov,

Project: Strategic international media support

This letter sets out the terms of engagement for the services to be provided by Portland PR Inc. ("Portland") to Investment Corporation, LLC (the "Client") and constitutes the "Letter of Engagement" referred to the attached terms and conditions.

Services

Portland will provide the services set out below to the Client in support of the work being undertaken by the Client on behalf of the Republic of Azerbaijan.

Services will include:

- US and international media engagement
- Preparing materials
- Media monitoring
- Digital recommendations
- Spokesperson training

The Client acknowledges that the Services may be the subject of disclosure under the US Foreign Agents Registration Act (FARA), and that Portland will make any such disclosures required of it as a result of providing the Services.

Term

Provision of the services will commence on Monday 19 October 2020 and will continue for three months until Monday 18 January 2021. At the end of this term, this engagement will continue in effect at will provided that either party shall be entitled to terminate it in accordance with clause 8 of the attached terms and conditions

Fees

For these services, Portland will charge a monthly fee of \$30,000. Fees will be invoiced monthly in advance. Fees for October 2020 will be invoiced on signature and payable on receipt.

All amounts and fees stated or referred to in this letter are exclusive of value added tax (or other equivalent tax), which shall be added to Portland's invoice(s) at the appropriate rate if applicable. Fees are exclusive of expenses and disbursements.

Washington, DC
1615 L Street NW
10th Floor,
Washington, DC 20036
+1 202 791 8608

Portland PR Inc

Portland

portland-communications.com

Terms & Conditions

I attach our standard terms and conditions which will govern how we provide our services in relation to this Project.

Please can you sign and return this letter where indicated to confirm your agreement to the terms.

We look forward to working with you.

With best wishes,

A. Farley

Alexandra Farley

Chief Operating Officer

Signed, as an authorised signatory, on behalf of **Investment Corporation, LLC**

Signature

Name

Date



Samarpanov Aslan

19.10.2020

Washington, DC
1615 L Street NW
10th Floor
Washington, DC 20036
+1 202 791 8608

Portland PR Inc

Portland

TERMS & CONDITIONS

The terms below and the attached Letter of Engagement (together, the "Agreement") set out the terms and conditions on which Portland PR Inc ("Portland") will provide the services described in the Letter of Engagement, and such other customary PR, public affairs and related services (altogether the "Services") as the Client may reasonably require from time to time. For the purpose of this Agreement Portland and the Client may also be referred to individually as a "Party" or together as the "Parties."

1. SUPPLY OF SERVICES: In consideration for the promises and undertakings made herein, the Client hereby engages Portland as its agency to perform the Services pursuant to the terms of this Agreement.
2. SERVICES: In consideration for properly made payments in accordance with Clauses 4 and 5, Portland shall perform the Services.
3. COOPERATION: Client acknowledges that the successful and timely rendering of the Services and the successful development of the materials to be provided hereunder will require the good faith cooperation of Client. Accordingly, Client will fully cooperate with Portland, including, without limitation, by (a) providing Portland with all information reasonably necessary or appropriate and relevant to the Services as reasonably requested by Portland; (b) ensuring that all information provided to Portland is accurate in all material respects and not defamatory, (c) providing at least one employee or consultant of Client who shall have substantial relevant experience, to act as a Client contact in connection with the development of the materials; (d) providing timely review of materials submitted by Portland and (e) furnishing Portland with adequate substantiation for all descriptions or representations in the materials as Portland may reasonably request, and (f) ensuring that Client has all necessary licenses, permits and consents in connection with information or materials provided to Portland in connection with this Agreement. .
4. COMPENSATION: In consideration for the Services outlined in this Agreement, Client shall pay to Portland the Fees set out in the Letter of Engagement
 - a. Out of Scope Work: Any additional or out of scope projects will be managed via separate agreements. The fees for all such out of scope services must be approved in a signed letter of engagement prior to the initiation of any services. Fees for out of scope work may be either on a flat fee or a time and materials basis, based upon Portland's standard rates at the time of that engagement.
 - b. Third Party Goods and Services: Portland shall procure such resources (talent, photographers, print, other suppliers, etc.) from third-party suppliers on Client's behalf as are necessary to perform the Services. Client will authorize costs in writing (including email) for these suppliers in advance.
 - c. Out-of-Pocket: Other authorized out-of-pocket expenses incurred in connection with the Services, such as legal expenses, travel, postage, and express mail are billed net. Any travel lasting more than five hours required by Portland's personnel in the performance of the Services will be by business class. All such expenses will be accompanied by receipts.
 - d. Taxes: Client shall be responsible for all sales, use, VAT, excise or similar taxes imposed by any taxing authority in connection with the Services hereunder and/or any purchases made by Portland pursuant to this Agreement. Portland will be responsible for any taxes based on Portland's income or profits.
5. BILLING:
 - a. Portland's Fees and related expenses: Fee billings are invoiced monthly in advance and due within thirty (30) days of receipt unless otherwise specified on the Letter of Engagement. Related expenses are invoiced on a monthly basis, and due within thirty (30) days of invoice date.
 - b. Third-party suppliers: All billings will be based on estimates previously submitted and approved in writing by Client. If the scope of the project changes, an addendum estimate for the project will be submitted and approved in writing by Client to adjust the estimated cost of the project up or down accordingly. Payments are due in advance of related services being performed.
 - c. Financial: Portland reserves the right to charge Client interest at prevailing market rates on any past due balances.

6. APPROVALS: Before executing any of Client's plans, and before making any expenditure in connection with Client's account in excess of \$1,000, Portland will obtain Client's approval thereof. All approvals will be in writing (including email). Approval of estimates by Client will constitute approval of the costs and charges included therein. If actual costs vary by more than 10% of the last estimate approved by Client, Portland will send Client a revised estimate for written approval. Costs not exceeding 10% of the signed estimate will be billed to Client and due as stated in the terms of this Agreement.
7. OWNERSHIP AND USE:
 - a. All plans, designs, layouts, copy, artwork and materials created by Portland for Client associated with any particular Services and paid for by Client ("Materials") shall be considered work made for hire and shall be owned by Client. Portland shall cooperate with Client in reasonable efforts to perfect any copyrights relating to any of the foregoing; provided, however, it is understood and agreed that Portland shall have no obligation to file, and shall not file, any copyright registrations related thereto.
 - b. To the extent that any materials licensed from third parties are included in a deliverable ("Third Party Materials"), Client shall not own such Third-Party Materials and Client's rights shall be subject to the rights of such third parties. Client agrees to comply with all license restrictions and other applicable terms of any third-party agreement applicable to the Third-Party Materials and shall be solely responsible for any payments owing to such third parties in the event Client reuses any materials provided by Portland hereunder.
 - c. Further, in no event shall Client have any title or right to, or any interest in, any of the following: any generic or business information, materials, software, processes or procedures used, created or developed by Portland prior to the date of this Agreement or used, created or developed at any time for the general conduct of its business, including, without limitation, tools (including proprietary research tools), code (including object or source code), methodologies, software development tools, specialized database and software applications, by or for Portland and any enhancements, modification or derivatives of the foregoing, all of which shall be Portland's sole and exclusive property ("Agency Materials"). To the extent that any Agency Materials are included with a deliverable to the Client as specified in a Schedule, Portland hereby grants Client a royalty-free, perpetual, non-exclusive, non-transferable license to use such Agency Materials solely as embodied in such deliverable and in accordance with its authorized use under the terms of an approved agreement.
8. TERM: The term of this Agreement shall be defined in the Letter of Engagement and shall continue unless and until terminated as provided for herein. Portland may terminate this Agreement at any time, with or without cause, on written notice to the Client. In addition, this Agreement may be terminated at any time by either Party upon, and in accordance with, the following terms and conditions:
 - a. If either Party commits a material breach of this Agreement, and such material breach is not cured within a period of thirty (30) days after written notice of such breach is delivered to the breaching Party, then the non-breaching Party may immediately terminate this Agreement by providing the breaching Party with written notice of such termination. The right to termination provided above is not exclusive of any remedies to which either Party may otherwise be entitled at law or in equity in the event of a breach of this Agreement.
 - b. If a Party files a petition in bankruptcy, insolvency, or like proceedings, or if any petition seeking reorganization, readjustment or rearrangements of the business of such Party shall have been filed and not stayed or discharged for a period of 30 days, or if a receiver or trustee shall be appointed for the property and assets of such Party and not discharged for a period of 30 days, then the other Party may immediately terminate this Agreement by providing the first Party with written notice of such termination.
 - c. In the event of any failure by Client to make payments due hereunder, Portland shall have the right to suspend services until such time as Client makes all outstanding payments and Portland shall be entitled to reimbursement of all collection costs on any outstanding amounts. Portland further reserves the right, in case 1) credit insurers decline coverage, or revise or withdraw coverage on Client or 2) Client's credit rating (through Euler Hermes or other source) adversely changes, to change the requirements as to terms of payment under this Agreement (including the right to require payment in advance) for Portland's fee and third-party costs.
 - d. Work In Progress. Client reserves the right to modify, reject, cancel, or stop any and all plans, schedules, work in process, agreement or commitment, whether in connection with a termination or otherwise, by giving Portland note less than 30 days written notice (provide always the Client shall not be entitled to increase Portland's

commitments without Portland's written consent). In accordance with any such written notification from Client, Portland shall take proper steps to carry out Client's instructions; but Client agrees to assume liability for all commitments, and to reimburse Portland for any losses Portland may sustain and for all expenses incurred in connection with carrying out Client's instructions. To the extent any contracts made in furtherance of the canceled Services are not cancelable; Client shall be solely liable for performing under such contracts or otherwise reaching an amicable resolution with such third party. Portland shall be compensated for the pro rata share of Services performed upon receipt of the written cancellation or modification notification. Further, in the event Client modifies, rejects, cancels, or stops any plans, schedules, work in process, agreements or commitments as described above and such event would result in a reduction of more than ten percent (10%) of the Fee that would otherwise be due to Portland, Client shall continue to be responsible for the original compensation that would have been due to Portland in the absence of such alteration, for a period of ninety (90) days after the date of written notice of such alteration.

e. Upon termination of this Agreement:

- (i) For any material finished or in preparation, which Client has previously authorized, Client shall pay Portland the net cost of this material.
- (ii) When all of Portland's undisputed invoices are paid, Portland shall deliver to Client all materials in its possession paid for by the Client, and Client agrees to assume Portland's liability under all outstanding commitments, if any, made on Client's behalf and approved by Client.
- (iii) If this Agreement is terminated for any reason, then any approved contract that Portland has entered into shall, simultaneously on the effective date of such termination, be automatically assigned to Client or its designee. Client shall assume all of the rights and obligations under said contracts arising thereafter and Portland shall be relieved of any further responsibility or liability with respect thereto occurring after the date of termination.

f. Upon termination of this Agreement for any reason, the terms of Sections 7-11 shall survive and remain enforceable.

9. CONFIDENTIALITY: Neither Party will divulge, communicate, use to the detriment of the other Party, or for the benefit of any other person, or misuse in any way, any Confidential Information (as hereinafter defined) provided that a Party may use Confidential Information of the other Party solely for the purpose of providing Services or otherwise fulfilling its obligations hereunder. For purposes of this Agreement, "Confidential Information" means information about a Party or its business, including, without limitation, information concerning such Party's financial condition, prospects, technology, affiliates, customers, distributors, partners, methods of doing business, pricing, marketing and promotion of such Party. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (a) is or becomes a part of the public domain through no act or omission on the part of the recipient; (b) is disclosed to third parties by the disclosing Party without restriction on such third parties; (c) is in the recipient's possession, without an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (d) is disclosed to the recipient by a third party having no obligation of confidentiality with respect thereto; (e) is independently developed by the recipient without reference to or use of the disclosing Party's Confidential Information; or (f) is released from confidential treatment by written consent from the disclosing Party. In the event that a recipient is required (by oral questions, interrogatories, requests for information or documents in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any of the disclosing Party's Confidential Information, the recipient will endeavor in good faith to provide the disclosing Party prompt notice of any such request or requirement so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other similar remedy or the receipt of a waiver by the disclosing Party, the recipient determines in good faith that it is nonetheless required to disclose the Confidential Information, the recipient may, without liability hereunder, disclose only that portion of the Confidential Information which it determines is required to be disclosed.

10. INDEMNIFICATION:

- a. Client will indemnify, defend and hold Portland, and its directors, officers, employees, representatives, agents and consultants, harmless from and against any loss, cost, liability or damage (including reasonable attorneys' fees and costs) resulting from any third party claim, suit, investigation or proceeding (threatened or otherwise) made or brought against Portland, or where Portland is named in a case on Client's account based upon: (a) breach of this

Agreement by Client; (b) any materials that Portland creates or produces for Client and which Client approves before its publication, broadcast or distribution (which indemnity shall not apply in any situation where Portland's indemnity of Client will apply as provided below); (c) information or materials provided by Client; (d) the use of Client's products or services; or (e) risks which Portland has brought to Client's attention where Client has elected to proceed.

- b. Portland agrees to indemnify, defend and hold Client, and its directors, officers, employees, representatives, agents and consultants, harmless from and against any loss, cost, liability or damage (including reasonable attorneys' fees and costs) resulting from any third party claim, suit or proceeding (threatened or otherwise) made or brought against Client, for (a) breach of this Agreement by Portland; or (b) violation of the rights of privacy or publicity, copyright infringement, libel, slander, defamation or plagiarism, that arises from advertising materials created and produced by Portland, which materials are used by Client without modification and in accordance with all third party rights, restrictions, limitations and obligations; provided, however, this indemnification obligation shall not apply to any materials or information supplied by Client to Portland.
- c. Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by a third party that may give rise to liability of an indemnitor hereunder, the indemnitee promptly shall notify the indemnitor of the existence of such claim, suit or proceeding and the indemnitor shall defend and/or settle the claim at indemnitor's own expense and with counsel of indemnitor's own selection. At its own expense, an indemnitee shall at all times have the right to: (i) hire counsel of its own selection to provide its defense and (ii) fully participate in any settlement that it reasonably believes would have an adverse effect on its business. An indemnitee shall make available to an indemnitor all books and records relating to a claim, suit or proceeding, and the parties agree to render to each other such assistance as reasonably may be requested to ensure a proper and adequate defense.

11. GENERAL PROVISIONS:

- a. Limitation of Liability. In no event shall either Party be liable to the other Party for any incidental, indirect, consequential, special, or punitive damages, or lost profits, goodwill, savings, or use, of any kind or nature arising out of, or relating to the performance, breach, or termination of this Agreement or any Services, whether such damage or loss is foreseeable or not, whether that Party has been advised of the possibility thereof or not, and whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise. In no event shall Portland's aggregate liability for any claim arising out of any Services provided under this Agreement exceed the fees paid for the particular Services out of which such claim for liability arose.
- b. Non-solicitation. Client agrees that it will not, during the term of this Agreement or for one (1) year after expiration or termination, solicit, employ, contract with or otherwise use in any way any person who was an employee of Portland providing services in connection with this Agreement while this Agreement was in effect; provided however, that the foregoing restriction shall not apply to general solicitations to hire through the use of advertising or recruiters not specifically directed at such employees.
- c. Force Majeure. Neither Party will be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockages, embargoes, strikes, lockouts or other similar causes or circumstances which cannot reasonably be prevented by the Party whose performance is delayed. The delayed Party's time for performance shall be extended for a period of time equivalent to the time lost because of the excusable delay. In addition, although Portland shall endeavor to guard against any loss to Client as the result of the failure of media or other vendors to properly execute their commitments, Portland will not be responsible for their failure or their other acts or omissions. Client acknowledges that Portland has no control over information or materials once they have been published, released or posted in the public domain as requested or approved by Client, including, without limitation, via seeding materials on social networking and video sharing websites or the use of internet-based "widgets." As such, Portland shall not be responsible for ensuring the accuracy of what any third party publishes or any other resulting third party actions. Nor shall Portland be responsible for any user generated content.
- d. Affiliates. Client recognizes that Portland may use affiliated companies in the completion of portions of the services to be provided herein. Client agrees to the involvement of these companies as long as their prices are competitive to the market.

- e. Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
- f. Client References. Client hereby grants to Portland the right to use the trademarks, trade names, and other copyrighted materials of Client, as well as those provided by Client, to accurately reference Client as a client of Portland in promotional materials, subject to the Client's prior written consent.
- g. Relationship. Neither Portland nor any of Portland's directors, officers, employees, agents or contractors shall be considered employees of Client. Notwithstanding anything to the contrary, all agreements entered into by Portland on Client's behalf are entered into as agent for a disclosed principal and not as principal. Furthermore, Client agrees that Portland shall purchase such goods or services (including media) on the basis of "sequential liability", where Portland will only be liable for the cost of the goods and services purchased and other obligations to the extent Portland has been paid by Client. For amounts not paid, Client will be solely liable to the third-party vendor.
- h. Severability. If any provision of this Agreement or the application thereof to any third party or circumstance shall at any time or to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- i. Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of New York. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the state or federal courts of New York County, New York, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.
- j. Conflict. In the event an exhibit or other attachment hereto conflicts with the language of a specific section in this Agreement, then the terms of the Agreement shall control unless otherwise agreed upon in writing by the Parties.
- k. Counterparts; Facsimiles. This Agreement may be executed in several counterparts, any of which manually signed signature pages may be delivered by facsimile or through the transmission of an electronically scanned version, each of which shall be considered an original and, taken together, shall constitute but one and the same agreement.
- l. Entire Agreement. This Agreement, including all schedules and attachments hereto, sets forth the entire understanding between the Parties with respect to the subject matter, and supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter. This Agreement may only be amended in writing by an authorized representative of each Party.

Samapaul Alar



19.10.2020